



CRAST INC. DBA America's First Choice Home Club, (hereafter "AFC") is a corporation organized under the laws of the state of Georgia.

**Obligations of the provider under this service contract are backed by the full faith and credit of the provider.**

## Systems Membership

### A. COVERAGE OVERVIEW

Systems and components mentioned as "Covered" in the terms and conditions of this membership will be included for coverage so long as the systems and components meet the following criteria:

1. Your membership term (the dates that your membership is in effect), your membership fee, your Diagnostic Fee, and your equipment, systems, and appliances covered under this membership, are set forth in your coverage details. The first 30 days following the purchase date (the date upon which AFC receives initial payment) constitute the waiting period (see #5 below). Coverage becomes effective on the 31st day after the membership's purchase date and continues through the expiration date shown on the Declaration Page. Any service request(s) placed after the expiration date listed on the declaration page will be denied unless the membership has been renewed prior to the expiration date.
2. All covered items must have been in good working order upon the effective date of the membership. A failure is defined as an item becoming inoperable due to a mechanical breakdown, not normal wear and tear. Current systems and appliances covered must be located inside the main foundation (except for pool/spa, well pump and air conditioner), and must be in proper working order on the effective date of this home warranty membership. They must have been maintained as specified by manufacturer's requirements and recommendations. They must have been properly sized and installed to meet federal, state, and local regulations as well as manufacturer specifications and industry codes and standards. Known or unknown pre-existing conditions are not covered. This coverage is for one appliance/system unless otherwise stated below.
3. This membership covers single-family homes (including manufactured homes), new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless the appropriate fee is applied and paid. Coverage is for occupied property that is owned or rented, not commercial property or premises converted into a business. This membership describes the basic coverage and options available. Coverage is subject to limitations and conditions specified in this membership. Please read your membership carefully.

4. The current systems and units in your home all have different life expectancy, and your membership is designed to help them reach their life expectancy. Your membership aims to provide some protection for out-of-pocket repair expenses. Coverage is not all-inclusive, and there may be situations in which you (the homeowner) will need to pay additional costs for parts or services not covered by the membership plan.

5. **Unless you are a renewing Member, you will have a 30-day review period from the date of purchase. During this time, no service requests can be accepted, nor will any failures that occur during this time or prior to purchase of the membership be covered. During this time, it is the Member's responsibility to review the Declaration Page and make sure all information is correct. It is the Member's responsibility to inform AFC if documentation is not received within 7-10 business days. AFC will not be held responsible for the Member's failure to notify AFC of unreceived paperwork. If the Member does not notify AFC to resend the membership packet, all guidelines will be held to the version published online at [afchomeclub.com](http://afchomeclub.com). To make changes to an account, please call 1-866-242-0629.**
6. **If an appliance/system failure occurs within the first 30 days after coverage becomes effective (days 31-61 from purchase), the maximum payout will be \$150.00 on covered items. After this period, normal limits will apply.**

### B. SERVICE REQUESTS

SHOULD YOU NEED SERVICE, PLEASE READ YOUR COVERAGE CAREFULLY AND SUBMIT YOUR REQUEST THROUGH [www.afchomeclub.com](http://www.afchomeclub.com) OR BY CALLING 770-973-2400.

1. The Member or authorized persons must notify AFC of any breakdown immediately upon discovery, which must occur during the membership term. AFC will accept service requests online 24 hours a day and 7 days a week. Throughout the service effort, AFC urges Members to take reasonable measures to prevent secondary damage (ex. turning off water to the home in the case of a major leak, discontinuing use of faulty items once breakdown is noticed, calling emergency services if necessary, etc.)
2. Upon request for service, AFC will initiate service within twenty-four (24) hours. Once a technician agrees to visit the home for service, Members will receive their contact information via phone, SMS text message, and/or email. In some circumstances, it may take more than forty-eight (48) hours for a technician to accept the request.

AFC is not an emergency service and will be closed on nationally recognized holidays, resulting in delayed service request assignments. If you experience an emergency and AFC is unavailable, please take all reasonable measures to ensure the safety of your home and its occupants. Members who request AFC to perform non-emergency service outside of normal business hours will be responsible for payment of any additional fees and/or overtime charges and trip fees.

2.1 The Member will be responsible for the Diagnostic Fee (sometimes called a service fee), which is listed on the membership Declaration Page. The Diagnostic Fee applies to each item inspected by an AFC-approved technician and is payable directly to AFC or the technician.

3. AFC has the sole and absolute right to select the technician to perform the service. AFC will not reimburse for services performed without prior approval and service-request-number verification.

4. AFC requires the make, model, and serial number located on the appliance/system prior to service. In some cases, this can be found on the inspection report. If the technician is not able to locate such information or it is no longer visible, AFC will not accept a request on said appliance or system. It will not be a covered item.

4.1 Some appliance/system brands require “factory-certified technicians;” in these cases, AFC cannot be held liable for possible delays in service or diagnosis.

## C. COVERED ITEMS

### Systems

**AIR CONDITIONING AND HEATING NOTE: Coverage applies to one (1) main source of air conditioning and one (1) main source of heating. Coverage applies to up to 5 (five) ton capacity, electric units below 21 SEER, and designed for residential use. Coverage applies to ducted units only. For HVAC Systems 5 years or older, AFC will use a guide for a prorated amount based on Age. This amount will be based on units comparable to the unit in the home at the time of the service request.**

NOTE: AFC will pay up to \$150.00 aggregate for code upgrades or modifications per membership term.

#### 1. AIR CONDITIONING AND HEATING SYSTEM

**COVERED:** Thermostats, condenser fan motors, compressors, condensers, coils, capacitors, relays, contactors, pressure switch, thermistor, transformers, defrost boards, blower motors, condenser fan motors, inducer motors, heating elements, igniters, ignition module, burner assembly, thermocouple.

**NOT COVERED:** Window units, portable units, chiller systems and components, geothermal components, oil-based boiler systems, solar heating systems, fireplaces and key valves, radiant cable heat, heat lamps, humidifiers, outside or underground piping, standard or electronic filters, computerized HVAC management systems or zoned controllers, flues and vents, roof jacks or stands, condenser casings, non-ducted wall units, condensate pans, condensate line stoppages, pad or pad frames, automatic or manual dampers, refrigerant recapture and disposal, and air conditioning with improperly sized systems, hard-start kits, heat exchangers, maintenance.

NOTE: AFC will pay up to \$25.00 per pound for refrigerant, limited to 10 lbs. per occurrence and one occurrence per membership term. Members are responsible for payment of any costs more than \$25.00 per pound.

NOTE: Standard thermostat shall not exceed cost of \$80.00. Limited to one thermostat per membership term.

#### 2. DUCTWORK

**COVERED:** All standard ductwork throughout the residence, attachments to HVAC units.

**NOT COVERED:** Improperly sized ductwork/duct system, crushed ductwork.

NOTE: AFC will pay up to \$150.00 per membership term.

#### 3. WATER HEATER (Gas and/or Electric)

**COVERED:** Gas or electric water heaters up to 75 gallons, including tankless water heaters, thermostat assembly parts and components, heating elements burner assembly, gas valve, drain valve, relief valve, circulating pump.

**NOT COVERED:** Solar water heaters and associated components and plumbing, vents, flues, storage or expansion tanks, noise caused by sediment, corrosion, drip pans, multi-valve manifolds, water heater pump attachment.

NOTE: AFC will pay up to \$1,000.00 per membership term.

#### 4. INTERIOR ELECTRICAL

**COVERED:** Interior wiring, panel and sub-panels, circuit breakers.

**NOT COVERED:** Low-voltage wiring, DC wiring, circuit overload, inadequate wiring, aluminum wiring, faceplates, fixtures, switches, wire tracing, power outages, troubleshooting, modifications, code violations.

NOTE: AFC will pay up to \$500.00 per membership term.

#### 5. PLUMBING SYSTEMS

**COVERED:** Visible interior leaks and breaks of water supply pipes, drain, vent, and waste lines; dishwasher supply line; toilet tanks/bowls (replaced with white builder's grade as necessary); toilet wax ring seals; flush valve; refill tube; ballcock; flapper; fill valve; overflow tube; diverter angle stops; hose bibs; p traps; unobstructed access to stoppage within the confines of the home from the access point (via snaking system i.e. sewer drain snake). AFC will provide access to plumbing systems through unobstructed walls, ceilings, or floors, and will cover up to \$250.00 to return the access opening to a rough finish condition—this amount will be deducted from the plumbing limit.

**NOT COVERED:** Piping failure or stoppage which includes collapsed piping, freezing or damage from roots; foreign objects; gas leaks; slab leaks; polybutylene, quest, or galvanized plumbing and drains; flange; valves; bathtubs; shower enclosures and glass; base pans; sinks; toilet lids and seats; cracks; whirlpool jets and control panel; water softeners; pressure regulators; inadequate or excessive water pressure; leak searches; inaccessible cleanouts or cost of installing cleanouts; faucet installation; hydro jetting; camera snaking.

NOTE: Total aggregate amount for above coverage is \$500.00

## OPTIONAL COVERAGE

Unless the Declaration Page indicates that one or more of the following optional coverage item(s) was purchased, the following components are not included for coverage under this membership. Only one unit of each appliance/system is covered unless otherwise listed. Optional coverage may be purchased up to 30 days after the beginning of the membership without an inspection, with a new 30-day waiting period from the date at which the optional coverage item was purchased. After the 30<sup>th</sup> day, optional coverage may be purchased once an inspection is performed (at Member's expense) and the inspection results are approved by AFC. Optional coverage, regardless of date of purchase, will continue only through the membership term.

### 1. IN-GROUND POOL/SPA EQUIPMENT (Saltwater/Chlorinated)

**COVERED:** Both the in-ground pool and spa equipment are covered if they use common equipment. If they have separate pump and filtration systems, then only one is covered unless an additional fee is paid. Coverage applies to accessible working components and parts of the pumping system: main pool pump, primary heater, motor, gaskets, blower, timer, valves (limited to back flush, actuator, check, 2-way, and 3-way valves), relays and switches, pool sweep motor and booster pump, above-ground plumbing pipes and wiring that are associated with primary pump and filter.

**NOT COVERED:** Filters, saltwater filtration/osmosis, salt water components, control panels, electronic boards, lights and solar equipment, liners, maintenance, housing and related equipment, structural defects, inadequate pressure, jets, ornamental fountains, waterfalls, and their pumping systems, above-ground/portable pools or spas built into decking.  
NOTE: AFC will pay up to \$500.00 per membership term.

### 2. WELL PUMP (Main Source of Water to the Home)

**COVERED:** Pump, drive coupling and cap, air volume control, flow kit control, foot valves, torque arrestor.

**NOT COVERED:** Holding or storage tanks, digging, locating pump, pump retrieval, re-drilling of wells, well casings, pressure tanks, pressure switches and gauges, check valve, relief valve, drop pipe, piping or electrical lines leading to or connecting pressure tank and main dwelling (including wiring from control box to the pump), booster pumps, well pump and components for geothermal or water source heat pumps.  
NOTE: AFC will cover up to \$500.00 per membership term.

### 3. SUMP PUMP

**COVERED:** Sump pump for groundwater that is permanently installed within the foundation of the home or attached garage.

**NOT COVERED:** Grey water, sewage ejector pumps, portable pumps, backflow preventers, check valves, piping modifications for new installs.

NOTE: AFC will pay up to \$500.00 per membership term.

### 4. CENTRAL VACUUM

**COVERED:** All mechanical system components and parts.

**NOT COVERED:** Accessories or hoses, removable attachments, clogged pipes and maintenance related breakdowns. AFC is not responsible for the cost of gaining access to or closing access from the floor or walls either to locate the cause of malfunction or to affect repair or replacement.

NOTE: AFC will pay up to \$150.00 per membership term.

### 5. STAND ALONE FREEZER

**COVERED:** All parts and components that affect the operation of the unit.

**NOT COVERED:** Ice makers, crushers, dispensers or related equipment; internal shell; racks, shelves, or glass displays; lights; knobs, caps or dials; condensation pans; clogged drains or lines; grates; food spoilage; freon; disposal and recapture of freon; door seals or gaskets; door hinges or handles.

NOTE: AFC will pay up to \$500.00 per membership term.

### 6. SECOND REFRIGERATOR

**COVERED:** All components and parts.

**NOT COVERED:** Insulation; doors; refrigerator water lines; removable parts; ice crushers; beverage dispensers; refrigerant recapture, reclaim or disposal; ice maker unless additional fee is paid and item is listed in additional coverage on declaration page.

NOTE: AFC will pay up to \$500.00 per membership term.

### 7. DOUBLE OVEN

**COVERED:** All components and parts, for the second portion of a double oven.

**NOT COVERED:** insulation, doors, glass, handles, removable parts that do not affect the functionality of the equipment such as racks, shelves, etc.

### 8. SEPTIC SYSTEM

**COVERED:** Sewage ejector pump, jet pump, aerobic pump.

**NOT COVERED:** Tank, line from house, leach lines, field lines, lateral lines, tile fields and leach beds, insufficient capacity, clean out, pumping, grinder pump.

NOTE: AFC will pay up to \$500.00 per membership term.

### 9. HOT WATER DISPENSER

**COVERED:** All components and parts.

**NOT COVERED:** Rust, mold, corrosion, leaks or breaks of any kind.

NOTE: AFC will pay up to \$150.00 per membership term.

### 10. ROOF LEAK REPAIR (Single-family homes only)

**COVERED:** Roof leaks.

**NOT COVERED:** Porches, patios, cracked or missing material, metal roofs, eco-roofs; camwood shakes, masonite shingles, gutters, downspouts, items penetrating the roof (such as skylights, chimneys, and vents), roof-mounted installations (such as solar panels) and leaks associated with their attachments to the roof.

NOTE: AFC will not dispatch a roofer to the property. You have the right to obtain your own roofer and submit the invoice for review.

NOTE: AFC will pay up to \$250.00 per membership term.

## D. LIMITATIONS OF LIABILITY

1. The following are not covered during the membership term:  
(i) malfunction or improper operation due to rust or corrosion of any system or appliance, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions.
2. AFC does not cover secondary damage from a non-covered item. If failure of a covered part is caused by the malfunction of a non-covered item, the resulting damage will not be approved or included for coverage.
3. AFC is not responsible for the repair of cosmetic defects or the performance of routine maintenance.
4. Electronic or computerized energy management systems, lighting and appliance management systems, or solar components and equipment are not covered.
5. AFC is not liable for service involving hazardous or toxic materials including, but not limited to: mold, carbon monoxide, lead paint, or asbestos, nor costs or expenses associated with the recovery, recycling, reclaiming or disposal of refrigerant. AFC is not liable for any failure to obtain timely service due to conditions beyond its control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.
6. If the membership is financed and the service request exceeds the total amount currently paid, the Member must pay the remaining balance before repairs can proceed. If monthly payments for the membership are past due, the Member will be subject to a \$10.00 late fee. If the membership is cancelled, the Member is responsible for the total amount of claims paid by AFC, and this amount will be deducted from any refund.
7. AFC is not liable for repair of conditions caused by use of the self-cleaning function on any oven, chemical or sedimentary build-up, rust or corrosion, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure, electrical shorts or power surge, water damage, lightning, mud, earthquake, soil movement, soil settlement, settling of home, storms, accidents, pest damage, acts of God, or failure due to excessive or inadequate water pressure.
8. AFC is not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components, or installation of different equipment or systems. AFC is not responsible for providing upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to efficiency as mandated by federal, state, or local governments.

## MAINTENANCE

1. AFC is not liable for normal or routine maintenance or failure to perform normal or routine maintenance. Before accepting a service request on a HVAC system or tankless water heater, AFC requires a prior annual maintenance record from a licensed technician (often called a “check-up”) showing no suggested or required repairs. Annual is defined as occurring within 12 calendar months of the service request. In order to receive service on the HVAC or tankless water heater unit when a failure is discovered during annual maintenance, the Member must provide a previous maintenance record from within the last 12 months that shows no suggested or required repairs.
2. AFC is not liable for repairs caused by misuse, abuse, or failure to maintain manufacturer’s specified maintenance for items such as, but not limited to: coil cleaning, filtration changes, water heater flushing, consumable component replacement, proper refrigerant levels, or lubrication. This membership does not cover cleaning of any parts or equipment.

## REAL ESTATE TRANSACTIONS

For plans purchased through a real estate transaction, coverage becomes effective on the day specified on your declaration page and continues through the elected date shown, though limitations and conditions apply:

1. Payment must be received within 14 days of closing. If payment is not received within that time, coverage will begin on the date payment was received.
2. If a home inspection was not performed on the residence prior to purchase, coverage will be 30 days after the purchase date on the declaration page.
3. To waive the initial 30-day waiting period, the Member must provide an inspection report to AFC. This report must reflect that the items included in the coverage were inspected and are in good working condition, with no further recommendations, inspections, or repairs by a separate technician suggested for the coverage to apply. No pre-existing conditions will be accepted.
4. In the event a claim is filed within the first 30 days of coverage, the maximum payout will be \$150.00 on covered items. After this period, normal limits will apply.

## ACCESS AND CLOSING

1. AFC is not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible.
2. AFC shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings, or other obstructions impeding access to walls, ceilings, and/or floors.

## DISPOSAL

1. Members may be charged an additional fee by the technician to dispose of an old appliance, system, or component, including but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials.

## DETERMINING VALUE OF SYSTEMS OR APPLIANCES

1. Appliances and systems, being mechanical, lose value as they age, and the cost of repair may exceed the value of the system or appliance. In these cases, the following guidelines will be implemented to provide a replacement allowance:  
For appliances, water heater, HVAC systems, and optional coverage items 5 years or older, AFC will use a guide for a prorated amount based on age. Proof of purchase in the form of a receipt is required before the replacement allowance will be paid for any new HVAC system or appliance. All receipts for Reimbursement must be received before the Membership Expiration Date to be Reimbursed.
2. AFC has the sole right to determine whether a covered system or appliance will be repaired or replaced based on value. AFC is responsible for replacement value evaluation, which is based on equipment of similar features, capacity, and efficiency, but not based on matching dimensions, brand, or color.
3. AFC is not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance, component, or part thereof as well as new types of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, AFC will offer cash payment in the amount of the average cost of both parts and labor of the covered repair. When parts are available, AFC will pay for covered parts in addition to the average labor costs for the Member's area. AFC reserves the right to locate parts at any time. For the membership term, AFC is not liable for replacement of entire systems or appliances due to obsolete, discontinued, or unavailable parts. However, AFC will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. AFC reserves the right to rebuild a part or component or replace with a rebuilt part or component.

## COMMERCIAL AND PROFESSIONAL GRADE EQUIPMENT

1. AFC is not liable for the repair or replacement of equipment, systems, or appliances that are commercial grade.
2. AFC shall pay no more than \$1000.00 in aggregate for professional series appliances or like appliances including, but not limited to brands such as Sub Zero, Viking, Wolf, Bosch, Cove, Dacor, Gaggenau, Miele, Fisher and Paykel, etc.

## AFC RIGHTS

1. A service technician will not be assigned when the coverage for the given item is limited to \$250.00 or less. In these instances, AFC may offer a buyout for the covered amount.
2. AFC reserves the right to obtain a second opinion at its own expense. Members have the right to receive a second opinion at their own expense via a licensed technician of their choosing. If the Member does not agree with the first technical assessment, the Member may submit his/her new technician's assessment in writing directly to AFC for review.
3. AFC reserves the right to offer a cash buyout in lieu of repair or replacement in the amount of AFC's actual cost (which at times may be less than retail) to repair or replace any covered system, component, or appliance. All items in the home begin to apply to the depreciation schedule at 5 years of age. Members have the right to request a copy of the depreciation schedule at any time during the membership term or during the 30-day waiting period. Members may also review the sample value of their equipment at <https://www.claimspages.com/tools/depreciation/>
  - AFC's responsibility for repairs and/or replacement will never exceed the fair market value of the unit, in total, per the depreciation schedule. If the current fair market value of the unit exceeds the maximum payout limit per the coverage listed above, AFC will not allocate more than the specified limit per item, per membership.
  - If the cost of repair exceeds the current value of the unit per the depreciation schedule, AFC has the right to offer the remaining value to the member in a cash buyout option, instead of performing the repair.
  - Cash in lieu must be confirmed by the Member within the membership term for funds to be released.
4. **Manufacturer's warranty, recall, or defects:** If a failure arises on any unit that has been recalled, is defective, or is under warranty per the manufacturer, the Member is responsible for service. A manufacturer warranty is a guarantee that the manufacturer will stand behind the unit they produced. They must represent and claim the repair/replacement. Once the manufacturer warranty expires, AFC is able to cover this unit. AFC will not be held responsible for any costs of parts or labor associated with a manufacturer warranty; all manufacturer-covered repairs will go through the manufacturer's service process. In this case, the product manufacturer must be contacted for service.
5. AFC will not pay for repairs or replacement of any covered systems or appliances that are inoperable because of known or unknown pre-existing conditions, long-term failures, deficiencies and/or defects.
6. AFC is not liable for negligence or other conduct of the technician, nor is AFC an insurer of technician's performance. By entering an AFC membership, the Member agrees that AFC is not liable for consequential, incidental, indirect, secondary, or punitive damages. The member expressly waives the right to all such damages. The Member's sole remedy under this Agreement is recovery of the cost of the required repair or replacement, whichever is less. The Member further agrees that in no event will AFC's liability exceed \$3,000.00 per membership item for access, diagnosis, and repair or replacement, unless otherwise stated by AFC.

7. If AFC approves the Member to obtain their own licensed technician, please be aware:
  - AFC will not reimburse any Member for work done by an unlicensed technician.
  - AFC will not be held responsible for any failure or secondary damage caused by a system or appliance that was repaired or replaced by an unlicensed technician.
  - The Member waives all rights to service on the appliance or system that was repaired or replaced by an unlicensed technician.
  - If a technician charges a Diagnostic Fee that is greater than the amount stipulated on the Member's Declaration page, AFC will pay up to \$40.00 of the additional expense.
8. AFC is not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized or undersized equipment, or any modification to the system or appliance.
9. AFC reserves the right to send a technician at any time. Sending a technician in no way constitutes responsibility of service from AFC.
10. Unless otherwise stated, the aggregated total AFC will pay per membership term is \$10,000.00.

## ARBITRATION AGREEMENT

By agreeing to the Terms, you and AFC agree that all disputes, claims, or controversies between us, or between you and other users, or in any way arising out of relating to this agreement shall be resolved on an individual basis in binding arbitration, as set forth below. By agreeing to arbitrate, you and AFC are each waiving the right to go to court. By agreeing to arbitrate, you and AFC are also agreeing that arbitration will be conducted only on an individual basis, and you and AFC are each waiving the right to bring, to participate in, or to recover relief through any class, collective, coordinated, consolidated, or representative proceedings or any other kind of group, multi-plaintiff, joint, or mass action.

You expressly waive all Service Requests in excess of \$3000.00, and agree that its recovery shall not exceed these amounts. You and AFC agree that any dispute, claim or controversy between you and AFC; or (ii) between you and other users ; or (iii) arising out of or relating to this membership in any way; or (iv) involving the existence, formation, breach, termination, enforcement, interpretation, validity, or scope of this agreement to arbitrate, shall be settled by binding arbitration administered by FairClaims ([www.FairClaims.com](http://www.FairClaims.com)) and not by a court or jury, in accordance with FairClaims' applicable arbitration rules and procedures effective at the time a claim is made. These rules and procedures are available at [www.FairClaims.com](http://www.FairClaims.com). You further agree that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You consent to electronic service of process, with service to be made to the email address we have on record for your account.

You and AFC agree that if one party refuses to comply with an arbitrator's award and the other party obtains judicial confirmation or enforcement of the arbitrator's award, then the party that refused to comply shall pay the other party the costs, attorney's fees, court fees, and any other fees incurred in obtaining such confirmation or enforcement. Notwithstanding any

choice of law or other provision in this membership you and AFC agree and acknowledge that this arbitration agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. You and AFC agree that the FAA and the arbitration rules of FairClaims shall preempt all state laws to the fullest extent permitted by law.

**Opt-out of Agreement to Arbitrate.** You can decline this agreement to arbitrate by mailing your request to AFC Home Club 1343 Canton Rd Bldg B Marietta, GA 30066.

## CLASS ACTION WAIVER

**By agreeing to arbitrate, you and AFC are also agreeing that arbitration will be conducted only on an individual basis, and you and AFC are each waiving the right to bring, to participate in, or to recover relief through any class, collective, coordinated, consolidated, or representative proceedings or any other kind of group, multi-plaintiff, joint, or mass action.**

You acknowledge and agree that you and AFC are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and AFC otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and AFC each retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You agree that any and all communications and evidence related to any dispute ultimately resolved by arbitration or mediation with FairClaims arising out of or relating to this membership agreement shall be held and will remain confidential, and that you will not take any action that will harm the reputation of any of the other parties to the arbitration or mediation or AFC, or which would reasonably be expected to lead to unwanted or unfavorable publicity to and of the parties, AFC or other entities involved in or incidental to the arbitration or mediation. You understand that those parties and entities include but are not limited to the claimant, respondent, witnesses, and AFC.

## GOVERNING LAW

This Agreement shall be Governed by and construed in accordance with the Law of the State of Georgia, without regard to its conflicts of Law Rules.

## BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

- (A) AFC will not be held liable for services to meet current requirements of building or zoning codes or to correct code violations, nor will AFC assist with services when permits cannot be obtained. AFC will not pay for the cost to obtain permits.
- (B) AFC has a limit set forth of \$150.00 as a goodwill to assist with upgrades. This can be used at the members discretion for upgrades.

## MULTIPLE UNITS AND INVESTMENT PROPERTIES

(A) If the membership is for duplex, triplex, or four-plex property, each dwelling within must be covered by an AFC membership for coverage to apply to all units included in the membership, with applicable optional coverage to apply to common systems and appliances. Otherwise, all dwellings within the property will be covered by one AFC membership, and coverage for each individual unit included in the membership will be provided only on the first unit on which AFC offers assistance.

(B) If this membership is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded.

(C) Except as otherwise provided in this section, common systems and appliances are excluded.

## TRANSFER OF MEMBERSHIP & RENEWALS

(A) If the covered property is sold during the term of this membership, the Member must notify AFC of the change in ownership and submit the name of the new Owner by filling out a transfer request form to transfer coverage to the new Owner.

(B) The Member may transfer this membership to a new Owner at any time. There is a \$50.00 fee to transfer membership. Once the transfer is confirmed, the new Member will be subject to the most current updated terms, which will be sent to the new Member and will reflect with their membership number. Any monetary amount used of the limits by the prior Owner will apply to the new Owner of the property.

(C) This membership may be renewed at the option of AFC and where permitted by state law. AFC has the sole discretion to decide whether membership will be renewed.

(D) All membership terms are renewed automatically 30 days prior to the membership expiration date unless cancelled before that period by AFC or the Member. Payment information provided initially will be used for all renewals unless the Member provides new information prior to payment date. Coverage ends in the event of non-payment. Renewed memberships do not feature a 30-day, 100% money-back-guarantee review period, nor do they feature a waiting period.

(E) If a system or appliance was subject to the Cash Buyout option during the current membership, AFC will not include coverage on the same item upon renewal. If the Member purchased a new item after the Cash Buyout was concluded, AFC will include coverage for the renewal term, i.e. 1-3 years, as long as the receipt has been submitted and confirmed.

## CANCELLATION

### **THIS IS NOT A MEMBERSHIP OF INSURANCE.**

This membership shall be non-cancelable by AFC except for:

(1) Nonpayment of membership fees; Failure to make payment of initial or monthly payment;

If the membership is cancelled for non-payment, no refund is due.

(2) Nonpayment of Diagnostic Fee, as stated in Section III;

(3) If the Member threatens; threatens to harm; uses threatening language; makes an AFC agent fear for their safety or wellbeing; harms an AFC agent (not limited to salespersons, service representatives, or technicians); or uses discriminatory language based on race, sex, religion, creed, or sexual orientation. The

Member will be notified of this termination in writing/email within 7-14 calendar days or the action. Any services paid shall be deducted from any refund due.

(4) Fraud or misrepresentation of facts material by the Member to the Issuance of this membership;

(5) Mutual agreement of AFC and the Member. New Members may cancel within the first 30 days of the purchase date for a refund of the paid membership. If canceled after 30 days, the Member shall be entitled to a pro rata refund of the paid membership from the date the Cancellation is received in writing, less any service request(s) paid by AFC and time used in the membership.

No membership shall be reinstated once a signed cancellation requested is received by AFC. Prorated refunds are assessed by the number of days that have elapsed since the purchase date of the membership. All refunds will be returned to the original payment method used. After the initial 30-day waiting period, a \$75.00 Cancellation Fee applies.

(6) AFC reserves the right, in its sole discretion, to refund the full membership cost in full, including the fee paid for any purchased optional or enhanced coverages, in full and complete satisfaction of any rights or claims of the Member, which shall operate as a full release of AFC against any and all claims and damages of the Member.

(7) Regarding month-to-month memberships, enrollment fees are non-refundable after the 30-day review period. If cancelled, no refund is due.

(8) If The Member cancels the membership, any open service request(s) will be terminated immediately upon receipt of the Cancellation Letter.

### **To cancel your membership, please send a signed letter addressed to:**

AFC Home Club  
Cancellation Department  
1343 Canton Road, Suite A  
Marietta, GA 30066

## MISCELLANEOUS STATE PROVISIONS

### **Georgia Residents**

THIS IS NOT A CONTRACT OF INSURANCE; however, the performance of this Contract is guaranteed by a Surety Bond written by Great American Insurance Company. If sixty (60) days have passed since a Service Request has been filed for which AFC has not paid or refunded the consideration paid for the Contract, the Contract holder is entitled to make a direct claim against Great American Insurance Company at 301 E 4th Street Cincinnati, OH 45202.

### **Kentucky Residents**

THIS IS NOT A CONTRACT OF INSURANCE; however, the performance of this Contract is guaranteed by a Performance Bond written by Great American Insurance Company. If sixty (60) days have passed since a Service Request has been filed for which AFC has not paid or refunded the consideration paid for the Contract, the Contract holder is entitled to make a direct claim against Great American Insurance Company at 301 E 4th Street Cincinnati, OH 45202.

### **Alabama Residents**

*Governing Law* - Service contracts purchased in the state of Alabama shall be held in the county in which the contract holder lives and shall be governed by the laws of Alabama.

*Cancellation* - Mutual Cancellation: Mutual Agreement between you and AFC. New Members may cancel within the first 30 days of the order date for a refund of the paid membership. If canceled after the 30-day waiting period, the Member shall be entitled to a pro rata refund of the paid membership from the date the Cancellation is received in writing, less any service request(s) paid by AFC and time used in the membership.

No membership shall be reinstated once a signed cancellation requested is received by AFC. Prorated refunds are assessed by the number of days that have elapsed since the purchase date of the membership. All refunds will be returned to the original payment method used. After the initial 30-day waiting period, a \$25.00 Cancellation Fee applies.

### **South Carolina Residents**

*Cancellation* - If AFC does not provide a refund within 45 days of cancellation, a 10% penalty per month shall be added to the refund.

### **Texas Residents**

This contract is issued pursuant to a License granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the Commission at P.O. Box 12188, Austin, Texas 78711, 512-936-3049. The purchase of a Residential Service contract is optional and similar coverage may be purchased through other Residential Service Companies or Insurance Companies authorized to transact business in Texas.

**NOTICE: YOU, THE BUYER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.**

**NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §539.62(b)**

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Member Signature

### **NEVADA Residents**

*Cancellations* – Are administered in accordance with NAC 690c.120. AFC may not cancel this Service Contract after it has been in effect for seventy (70) days except for any of the following: (a) You fail to pay an amount when due; (b) You have been convicted of a crime which results in an increase in the service required under the Service Contract; (c) There is discovery of fraud or material misrepresentation by You in obtaining the Service Contract, or in presenting a claim for service thereunder; (d) Discovery of an act of omission by You or a violation of any condition of the Service contract by You; (e) There is a material change in the nature or extent of the required service or repair which occurs after the effective date of the Service Contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Service Contract was issued or sold.

If AFC cancels this Contract, the cancellation does not become effective until at least fifteen (15) days after the notice of cancellation is mailed to You last known address. No Cancellation fee will be charged to You if this Contract is cancelled by AFC, and AFC will refund an amount equal to the unearned pro-rata purchase price paid for this Service Contract. If You have Financed this Service Contract and there is a balance owed the refund sent to your lender will not exceed Your outstanding balance owed.

AFC will refund the purchase price of the Contract within forty-five (45) days after the contract has been returned to AFC by You. A ten percent (10%) penalty will be added to Your refund for each thirty (30) day period that the refund remains unpaid. If You have financed this Service Contract and there is a balance owed the refund sent to Your lender will not exceed Your outstanding balance owed.

For mutual Agreement of AFC and Your cancellation. New Members may cancel within the first 30 days of the order date for a refund of the paid membership. If canceled after the initial 30-day waiting period, the Member shall be entitled to a pro rata refund of the paid membership from the date the Cancellation is received in writing, less any service request(s) paid by AFC and time used in the membership.

No membership shall be reinstated once a signed cancellation requested is received by AFC. Prorated refunds are assessed by the number of days that have elapsed since the purchase date of the membership. All refunds will be returned to the original payment method used. After the initial 30-day waiting period, a \$25.00 Cancellation Fee applies.



**Diagnostic Fee** - This coverage includes a Diagnostic Fee, the amount of which is listed on the Declaration Page. This fee is paid by the Member in the event of a service call for a failure reported by the Member. A repair is defined as the necessary work to correct a single covered failure for the equipment and components covered by this Service Contract. A service call includes, without limitation, the action of inspecting, diagnosing, and/or performing service for the repair or replacement of a malfunctioning item. For covered items, the Diagnostic Fee is due at the service call.

The Member will be responsible for and shall pay the authorized service professional directly for the service call and for actual work performed and/or items installed, up to the amount of the Diagnostic Fee at the time of the visit(s), in the manner acceptable to the authorized technician. Any amounts due for service performed or parts installed that are not covered under the terms, conditions, and provisions of this membership are also the Member's responsibility and shall be paid directly to the service professional. If diagnosis indicates that the failure is Not-Covered under the membership, the Member is responsible for the reimbursement to the service professional for any trip, diagnostic, repair, or replacement charges. This would also include any amount in excess of the Diagnostic Fee.

**Governing Law** - This Agreement shall be Governed by and construed in accordance with the Law of the State of Nevada, without regard to its conflicts of Law Rules.

**Service Requests** - If the contract holder is not satisfied with the manner in which AFC is handling the claim on the contract, the holder may contact the Commissioner by use of the toll-free number of the Division, (888) 872-3234.

**Emergency Service** - If a covered repair involves the loss of heating or cooling, loss of plumbing (optional coverage required) Substantial loss of electrical service or any other condition which renders a dwelling uninhabitable, for which you have coverage, it will be considered a temporary emergency condition. In event of temporary emergency conditions, You should take all reasonable steps, including but not limited to, vacating the premises and contacting the proper authority if necessary and then notify AFC of such fact through our 24 hour emergency toll free number (855) 613-4555. If the determination has been made by AFC that the failure is covered, AFC will give the proper authorization to a bonded, insured and licensed service professional for repair or replacement of covered failures. Emergency service work will begin no later than 24 hours after the report of the covered failure. If the emergency service involving the goods covered in this Contract renders a dwelling unfit for a person to live in because of defects that endanger the health and safety of the occupants, AFC will provide a status report to the holder no later than three (3) calendar days after the report of the claim, if AFC cannot complete the repairs within three (3) calendar days. An Appliance Failure is not considered an emergency failure.